case here. Forms 1 and 2 in *Atkin's* Court Forms (2nd Edition) Volume 30 at page 91 make this distinction extremely clear. The writ of summons herein follows Form 1 which is a writ against partners sued individually. Form 2, however, which is in respect of a writ where partners are being sued in the firm name sets out the firm name and not the names of the individual partners. It is clear from this that the two defendants were being sued individually and not as a firm and in my judgment, therefore, O. XVI r. 4 applies and not O. XLVI r. 1. In the circumstances, failure to file a defence on the part of the first defendant clearly entitled the plaintiff to sign final judgment against him.

The application is accordingly dismissed with costs.

Application dismissed.

Solicitors: *Goho & Co.; L. A. J. Smith.*

B. ATMARAM & SONS v. ESSA INDUSTRIES LTD.

[O.C.J. (Chua J.) November 4, 1968]
[Singapore — Suit No. 2041 of 1968]

Practice and Procedure — Service of writ of summons for service within jurisdiction naming foreign corporation as defendant effected by serving writ in Singapore on chairman of foreign corporation present in Singapore temporarily — Whether "any manager or agent, having at the time of service personally the control or management of such business or work for such person within Singapore" — Application to set aside writ and service — R.S.C. 1934, O. IX r. 8.

A generally endorsed writ can be served on the chairman of a foreign company while on a temporary visit to Singapore although the company had neither an office nor an agent in Singapore and although the chairman had no control of the management of the company business in Singapore.

Cases cited in argument:—

(1) *Newby* v. *Colt's Patent Firearms Co.* (1871), L.R. 7 Q.B. 293, 296.

(2) *Colt Industries* v. *Sarlie* [1966] 1 All E.R. 673.

CIVIL SUIT.

K. A. O'Connor for the plaintiffs.

C. S. Wu for the defendants.

The plaintiffs a Singapore firm, issued a generally endorsed writ claiming damages for breach of contract against the defendants, a company incorporated in Pakistan. The writ was served on the chairman of the defendant company, at his hotel, while he was on a temporary visit to Singapore. The defendants entered conditional appearance and applied to set aside the service on the ground that the person on whom the writ was served was not the defendants' agent and had no authority to accept service on the defendants' behalf. The application was supported by an affidavit of the chairman stating that he was in Singapore on a temporary visit, that the defendants had neither an office nor an agent in Singapore, that the entire business was conducted by their office in Karachi, that the chairman had neither control nor management of the defendants' business in Singapore, which was within the sole province of the defendants' board of directors and that he held no power of attorney on behalf of the defendants. The plaintiffs filed affidavit evidence to the effect that the chairman made regular visits to Singapore at approximately two monthly intervals, and that during these visits he had carried out certain business on behalf of the defendant company without appearing to require the authority of his board of directors before doing so, and that on at least one occasion the probability was that he had not in fact acquired the authority of his board of directors for a particular transaction which he carried out in Singapore on behalf of the company.

Chua J. after hearing argument in Chambers, held that the service of the writ was valid and dismissed the defendants' application with costs.

Application dismissed.

Solicitors: *Drew & Napier; Donaldson & Burkinshaw.*